

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION-MEMPHIS**

ETHEL WHITE

PLAINTIFF

VS

CIVIL ACTION NO: _____

CHUBB GROUP INSURANCE COMPANIES

DEFENDANT

COMPLAINT

Nature of Proceeding

1. This is a proceeding for actual and punitive damages by a citizen of the State of Tennessee against a non-resident insurance company. These claims arise out of the defendant's improper failure and refusal to pay plaintiff pursuant to terms of a life insurance.

Parties

2. Plaintiff Ethel White is an adult resident citizen of Memphis, Shelby County, Tennessee.
3. Defendant CHUBB GROUP INSURANCE COMPANIES (hereinafter referred to as "CHUBB") is a non-resident corporation with its principal place of business located at 15 Mountainview Road, Warren, New Jersey 07059. Defendant does business in the State of Tennessee.

Jurisdiction and Venue

4. Jurisdiction of this Court is invoked pursuant to 28 U. S. C. Section 1332 because the plaintiff is a resident citizen of the State of Tennessee and the defendant is a non-resident corporation which is incorporated and with its principle place of business outside the State of Tennessee.
5. The amount in controversy, exclusive of interest and costs, exceeds \$75,000.

6. Venue is proper in the Western District of Tennessee pursuant to 28 U. S. C. 1391 (a) & (c).

Facts

7. Plaintiff was married to Percy White on April 13, 1973 in Memphis, Tennessee.
8. Plaintiff and Percy White lived together as husband and wife until their separation on or about March 1991.
9. Plaintiff and Percy White were never divorced.
10. Percy White died in an accident on June 19, 2003 while employed by the City of Memphis, Tennessee as a maintenance worker.
11. At the time of his death, Percy White was covered by a group life insurance policy in the amount of \$100,000.
12. Percy White did not have a named beneficiary. As a result, plaintiff, who was his surviving spouse, was his sole beneficiary.
13. Plaintiff has made a claim for the \$100,000 in life insurance benefits that was due to her.
14. Defendant CHUBB has failed and refused to pay the insurance benefits and asserted that it paid the benefits to another person whom it believed to be the lawful beneficiary of Percy White.
15. The individual that CHUBB paid the life insurance proceeds to was not the lawful beneficiary of Percy White.
16. Plaintiff was the sole lawful beneficiary of the \$100,000 in life insurance that was carried on Percy White by the City of Memphis.

Claims for Relief

17. Defendant violated plaintiff's rights pursuant to the terms of the insurance policy and agreement on the life of Percy White.
18. Defendant negligently paid the claim to the wrongful beneficiary after it knew, or should have known, that plaintiff was the sole lawful beneficiary.

19. Defendant failed to negotiate in good faith with plaintiff to settle this claim after being notified by plaintiff's attorney that the wrong beneficiary had been paid.
20. Defendant failed to pay plaintiff in accordance with the terms of the life insurance policy on Percy White.
21. Plaintiff would further show that the actions of the defendant are in violation of her contractual, statutory and regulatory rights.
22. Plaintiff would further show that the actions of the defendant are intentional, malicious, willful, reckless, grossly negligent and in total disregard of plaintiff's rights, and in violation of her contractual, statutory and regulatory rights.

Damages

23. Plaintiff would show that she has been denied the benefits of the \$100,000 in life insurance that she is entitled to receive from defendant.
24. Plaintiff would further show that as a direct and proximate cause of the actions of defendant, plaintiff have suffered mental anguish, inconvenience, attorney's fees and other actual costs and expenses.
25. Plaintiff would further show that defendant should be required to pay punitive damages as a result of the malicious, willful, grossly negligent or reckless nature of defendant's acts.

Prayer of Relief

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands the following relief of and from Defendant:

- a. Plaintiff further prays for actual damages in the amount of \$100,000, plus legal interest;
- b. Plaintiff further prays for punitive damages in the amount of \$1,000,000;
- c. Plaintiff further prays for reasonable attorney's fees;

- d. Plaintiff further prays for court cost and such other and further relief as the Court may deem just, equitable and proper; and

PLAINTIFF DEMANDS TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

s/ Kenneth Mayfield

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